

IN THE CUYAHOGA COUNTY COMMON PLEAS COURT  
OF CUYAHOGA COUNTY, OHIO

Velocity Investments, LLC	)	CASE NO.
1800 Route 34n	)	
Suite 305	)	JUDGE
Wall, NJ 07719	)	
	)	
Plaintiff	)	
	)	
-v-	)	COMPLAINT
	)	
Tyrone Williams	)	
383 E 148th St	)	
Cleveland, OH 44110-1842	)	
	)	
Defendant	)	

1. Plaintiff acquired, for a valuable consideration, all right, title and interest in and to the claim set forth below originally owed by Defendant to WebBank.

2. There is due to Plaintiff from the Defendant upon an assigned Written Agreement the sum of \$22,257.08.

3. A copy of said Written Agreement is attached hereto as Exhibit "A".

4. Defendant was notified of the assignment and sent a demand for payment of the balance due on the Written Agreement, but no part of the foregoing balance has been paid.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of \$22,257.08 with interest at the statutory rate of 5.00% per annum from the date of judgment and costs of this action.

/S/ Melissa A. Morris  
Melissa A. Morris, #0072388  
Javitch Block LLC  
1100 Superior Avenue, 19th Floor  
Cleveland, OH 44114-2521  
(800) 837-0109  
CLE@jblc.com  
Fax (216) 623-0190



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## Truth in Lending Disclosure Statement (final)

Provided on 22-Feb-2019 for listing [REDACTED]

<b>Lender:</b> WebBank 215 South State Street, Suite 1000 Salt Lake City, UT 84111		<b>Borrower:</b> Tyrone Williams 383 E 148th Street Euclid, OH 44123	
<b>ANNUAL PERCENTAGE RATE</b>  The cost of your credit as a yearly rate.  13.81%	<b>FINANCE CHARGE</b>  The dollar amount the credit will cost you.  \$12,964.17	<b>Amount Financed</b>  The amount of credit provided to you or on your behalf  \$33,250.00	<b>Total of Payments</b>  The amount you will have paid after you have made all payments as scheduled.  \$46,214.17
<b>Your payment schedule will be:</b> Number of payments      Amount of payments      When payments are due 59      \$770.44      Monthly beginning Mar-25-2019 1      \$758.21      Final payment Feb-25-2024 <b>Late Charge:</b> If a payment is late, you will be charged the greater of 5.00% of the unpaid installment amount, or \$15. <b>Prepayment:</b> If you pay off early, you will not have to pay a penalty, and you will not be entitled to a refund of any prepaid finance charge. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment.			

Itemization of the Amount Financed of \$33,250.00:  
\$33,250.00 given to you directly.

\$1,750.00 Prepaid Finance Charge

## Promissory Note

Loan ID: [REDACTED] 9518

Borrower Address: Tyrone Williams, 383 E 148th Street Euclid, OH 44123.

**1. Promise to Pay.** In return for a loan I have received, I promise to pay WebBank ("you") the principal sum of thirty-five thousand dollars (\$35,000.00), together with interest thereon commencing on the date of origination at the rate of eleven point five four percent (11.54%) per annum simple interest. I understand that references in this Promissory Note ("Note") to you shall also include any person to whom you transfer this Note.

**2. Payments.** I will pay the principal, interest, and any late charges or other fees on this Note when due. This Note is payable in 59 monthly installments of \$770.44 each, consisting of principal and interest, commencing on the 25th day of March 2019, and continuing until the final payment of \$758.21 on February 25 2024, which is the maturity date of this Note. Because of the daily accrual of interest on my loan and the effect of rounding, my final payment may be more or less than my regular payment. My final payment shall consist of the then remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees then due, whether they are incurred as a result of failed payments, as provided in Paragraph 11, payment processing fees assessed, or any late payments, as provided in Paragraph 4; then to any interest then due; and then to principal. However, if I am delinquent, the application of my payments may change. No unpaid interest, fees or charges will be added to principal. I further acknowledge that, if I make my payments after the scheduled due date, or incur a charge/fee, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount.

**3. Interest.** Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under this Note will accrue daily, on the basis of a 365-day year. The interest rate I will pay will be the rate I will pay both before and after any default.

**4. Late Charge.** If the full amount of any monthly payment is not made by its due date, I will pay you a late charge of the greater of \$15 or 5.00% of the unpaid portion of the monthly payment. I will pay this late charge when it is assessed but only once on each late payment.

**5. Claims and Defenses; Waiver of Defenses; Exception to Waiver.** Except as otherwise provided in this Note, you are not responsible or liable to me for the quality, safety, legality, or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person from whom I have purchased such property or services, I agree to settle the dispute directly with that person.

If and only if the proceeds of my loan will be applied in whole or in part to purchase property or services from a person or entity that has entered into a contractual relationship with you or Prosper related to financing of such property or services, the following notice may apply:

### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**6. Certification.** I certify that the proceeds of my loan will not be applied in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, or room and board) at a college/university/vocational school, as the term "postsecondary educational expenses" is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. section. 1026.46(b)(3).

**7. Method of Payment.** I may make payments (i) by electronic fund transfer from an account that I designate using an automated clearinghouse (ACH) or (ii) by check.

I understand that payments by check may incur an additional processing fee of up to \$5.00 for each payment by check. Currently applicable fees are available at [www.prosper.com](http://www.prosper.com) or by calling 1-866-615-6319. I will make all checks payable to Prosper Funding LLC and send them to Prosper Marketplace, Inc., P.O. Box 396081, San Francisco, CA 94139-6081 in a manner so as to ensure that it is received with sufficient time to process prior to my scheduled payment due date. To ensure efficient processing of my check, I will reference my loan number on the check.

I recognize that if I have automated withdrawal enabled, it is my responsibility to ensure that all amounts I owe are paid when due, even if not debited from my account.

If I close my account or if my account changes or is otherwise inaccessible such that you are unable to withdraw my payments from that account or process my check, I will notify you at least three (3) business days prior to any such closure, change or inaccessibility of my account, and authorize you to withdraw my payments, or I will provide a check, from another account that I designate.

With regard to payments made by automatic withdrawals from my account, I have the right to (i) stop payment of a preauthorized automatic withdrawal, or (ii) revoke my prior authorization for automatic withdrawals with regard to all further payments under this Note, by notifying the financial institution where my account is held, orally or in writing at least three (3) business days before the scheduled date of the transfer. I agree to notify you orally or in writing, at least three (3) business days before the scheduled date of the transfer, of the exercise of my right to stop a payment or to revoke my prior authorization for further automatic withdrawals.

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**8. Default and Remedies.** If I fail to make any payment when due in the manner required by Paragraph 7, I will be delinquent. If I (a) am delinquent, (b) file or have instituted against me a bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors, or (c)

Ex B

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

(b) Section 18 of this Note shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act.

(c) Oral Disclosures. Please call 1-855-993-2967 to obtain oral disclosures, including the statement of MAPR and the payment schedule applicable to your loan, required under the Military Lending Act.

23. By signing this Note, I acknowledge that I (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note.

Wisconsin Residents: NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

Date: February 25 2019

By: Prosper Marketplace, Inc.

Attorney-in-Fact for Tyrone Williams [Borrower]

(Signed Electronically)

Last Updated: June 2018

Exhibit B



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**December 13, 2023 04:35**

By: MELISSA MORRIS 0072388

Confirmation Nbr. 3039039

VELOCITY INVESTMENTS, LLC

CV 23 989964

VS.

TYRONE WILLIAMS

**Judge: JENNIFER O'DONNELL**

**Pages Filed: 26**



transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

(b) The following sections of this Agreement and the Promissory Note shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act: Section 23 of this Agreement and Section 18 of the Promissory Note.

(c) Oral Disclosures. Please call 1-855-993-2967 to obtain oral disclosures, including the statement of MAPR and the payment schedule applicable to your loan, required under the Military Lending Act.

Date: \_\_\_\_\_

By: Prosper Funding LLC

(Signed Electronically)

\_\_\_\_\_[Borrower]

(Signed Electronically)

\_\_\_\_\_

## EXHIBIT A

### Promissory Note

Loan ID: \_\_\_\_\_

Borrower Address: \_\_\_\_\_

**1. Promise to Pay.** In return for a loan I have received, I promise to pay WebBank ("you") the principal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_), together with interest thereon commencing on the date of origination at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum simple interest. I understand that references in this Promissory Note ("Note") to you shall also include any person to whom you transfer this Note.

**2. Payments.** I will pay the principal, interest, and any late charges or other fees on this Note when due. This Note is payable in \_\_\_\_\_ monthly installments of \_\_\_\_\_ each, consisting of principal and interest, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and continuing until the final payment of \_\_\_\_\_ on \_\_\_\_\_, which is the maturity date of this Note. Because of the daily accrual of interest on my loan and the effect of rounding, my final payment may be more or less than my regular payment. My final payment shall consist of the then remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees then due, whether they are incurred as a result of failed payments, as provided in Paragraph 11, payment processing fees assessed, or any late payments, as provided in Paragraph 4; then to any interest then due; and then to principal. However, if I am delinquent, the application of my payments may change. No unpaid interest, fees or charges will be added to principal. I further acknowledge that, if I make my payments after the scheduled due date, or incur a charge/fee, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount.

**3. Interest.** Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under this Note will accrue daily, on the basis of a 365-day year. The interest rate I will pay will be the rate I will pay both before and after any default.

**4. Late Charge.** If the full amount of any monthly payment is not made by its due date, I will pay you a late charge of the greater of \$15 or 5.00% of the unpaid portion of the monthly payment. I will pay this late charge when it is assessed but only once on each late payment.

**5. Claims and Defenses; Waiver of Defenses; Exception to Waiver.** Except as otherwise provided in this Note, you are not responsible or liable to me for the quality, safety, legality, or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person from whom I have purchased such property or services, I agree to settle the dispute directly with that person.

**If and only if the proceeds of my loan will be applied in whole or part to purchase property or services from a person or entity that has entered into a contractual relationship with you or Prosper related to financing of such property or services, the following notice may apply:**

### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**6. Certification.** I certify that the proceeds of my loan will not be applied in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, or room and board) at a college/university/vocational school, as the term "postsecondary educational expenses" is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3).  
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**7. Method of Payment.** I may make payments (i) by electronic fund transfer from an account that I designate using an automated clearinghouse

Ex B

As required by Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

This Note is the final expression of the agreement between the parties and may not be contradicted by evidence of any alleged oral agreement.

Washington Residents

For primarily non-consumer purpose loans: Oral agreements or oral commitments to loan money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Wisconsin Residents

No provision of a marital property agreement, a unilateral statement or a court decree adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**22. Military Lending Act.** The Military Lending Act provides specific protections for active duty service members and their dependents in consumer credit transactions. This Section includes information on the protections provided to covered borrowers as defined in the Military Lending Act.

(a) Statement of MAPR.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

(b) Section 18 of this Note shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act.

(c) Oral Disclosures. Please call 1-855-993-2967 to obtain oral disclosures, including the statement of MAPR and the payment schedule applicable to your loan, required under the Military Lending Act.

23. By signing this Note, I acknowledge that I (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note.

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**CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

Date: \_\_\_\_\_

By: Prosper Marketplace, Inc.

Attorney-in-Fact for:

\_\_\_\_\_ [Borrower]

(Signed Electronically)

Last Updated: June 2018

Ex B

#### **COPYRIGHT COMPLAINTS**

If you believe, in good faith, that any materials on the Site infringe your copyrights, notifications of claimed copyright infringement should be sent to Prosper's designated agent. Notification should include:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material you claim is infringing is located on the Site;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf

You may contact Prosper's agent for notification of claimed copyright infringement by e-mail at [copyright@prosper.com](mailto:copyright@prosper.com) or by regular mail at Prosper Funding LLC, c/o Prosper Marketplace, Inc., 221 Main Street, 3<sup>rd</sup> Floor, San Francisco, California 94105, Attention: Compliance.

#### **CONTACTING US**

If you have questions regarding the Agreement or the practices of Prosper, please contact us by e-mail at [compliance@prosper.com](mailto:compliance@prosper.com) or by regular mail at Prosper Funding LLC, c/o Prosper Marketplace, Inc., 221 Main Street, 3<sup>rd</sup> Floor, San Francisco, California 94105, Attention: Compliance.

Last Updated: December 21, 2018